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10 **UNITED STATES DISTRICT COURT**  
11  
12 **DISTRICT OF NEVADA**

13 CHRISTINA NYITRAY, an individual;  
14 ANTHONY NYITRAY, an individual;

Case Number  
18-327

15 Plaintiffs,

**COMPLAINT**

16 vs.  
17 BANK OF AMERICA, INC., a Delaware  
18 Corporation; EQUIFAX, INC., a Foreign  
19 Corporation; TRANSUNION, LLC, a  
20 Foreign Limited-Liability Company;  
EXPERIAN INFORMATION SOLUTIONS,  
INC., a Foreign Corporation,

Defendants.

21 Plaintiffs, Christina Nyitray and Anthony Nyitray, (hereinafter “Plaintiffs”), by and  
22 through their counsel of record, Cogburn Law Offices, hereby complains against Defendants as  
23 follows:

24 **I. PRELIMINARY STATEMENT**

25 1. This is an action for actual, statutory and punitive damages, costs and attorney fees  
26 brought pursuant to 15 U.S.C. § 1681 et seq. (Fair Credit Report Act) and State Law Claims.

1 **II. JURISDICTION AND PARTIES.**

2 **A. JURISDICTION AND VENUE.**

3 1. The jurisdiction of this Court is conferred by 15 U.S.C. § 1681(p) and 28 U.S.C.  
4 1367.

5 2. Plaintiffs are natural persons and residents of the State of Nevada and are a  
6 “consumer” as defined by 15 U.S.C. § 1681a(c).

7 3. Venue is proper pursuant to 28 U.S.C. § 1391 as Defendants do business within the  
8 District of Nevada, are subject to the Court’s personal jurisdiction and a substantial part of the  
9 events giving rise to the claims alleged occurred within the District of Nevada.

10 **B. THE CREDIT BUREAUS AND FURNISHER.**

11 4. This matter involves three entities in the business of furnishing credit reports.  
12 Experian, Transunion and Equifax will be collectively known as the “Credit Bureaus,” along with  
13 the furnisher, Bank of America.

14 5. Upon information and belief, Equifax Information Services, LLC (hereinafter  
15 “Equifax”) is a corporation incorporated under the laws of the State of Georgia and does business  
16 in the State of Nevada.

17 6. Upon information and belief, Defendant, Equifax is a “consumer reporting  
18 agency,” as defined in 15 U.S.C. § 1681(f).

19 7. Upon information and belief, Defendant, Transunion, LLC, (hereinafter  
20 “Transunion”) is a limited liability company licensed in the State of Illinois and does business in  
21 the State of Nevada.

22 8. Upon information and belief, Defendant, Transunion, is a “consumer reporting  
23 agency,” as defined in 15 U.S.C. § 1681(f).

1       9.   Upon information and belief, Defendant Experian Information Solutions, Inc., is a  
2 “consumer reporting agency,” as defined in 15 U.S.C. § 1681(f). (hereinafter “Experian”).

3       10.   Upon information and belief, Defendant, Experian, is a corporation licensed in the  
4 State of California and does business in the State of Nevada.

5       11.   Upon information and belief, Bank of America, Inc., (hereinafter “BofA”) is a  
6 corporation incorporated under the laws of the State of Delaware and does business in the State of  
7 Nevada.

8       12.   Upon information and belief, BofA is a furnisher of information under 15 U.S.C. §  
9 1681s-2.

10 **III. GENERAL ALLEGATIONS**

11       13.   Plaintiffs had a mortgage loan with BofA (hereinafter the “BofA Loan”) secured  
12 by a parcel of real property in Clark County, Nevada, through Bank of America.

13       14.   On or about May 30, 2013 the Southern Terrace Homeowners Association  
14 foreclosed on the property and Foreclosure Deed Upon Sale was recorded with the Clark County  
15 Recorder.

16       15.   The BofA Loan status should have ceased reporting as late or past due following  
17 the above referenced foreclosure.

18       16.   BofA reported and continues to report the loan for the sold property, as still being  
19 late or past due.

20       17.   Disputes were filed with each of the Credit Bureaus indicating the error.

21       18.   Information on Plaintiffs’ credit report regarding the BofA loan was inaccurate.

22       19.   The false reported negative information placed on Plaintiffs’ credit report continues  
23 to harm the Plaintiffs.

20. The Credit Bureaus and BofA failed to conduct a thorough investigation into this dispute and it remains unchanged.

## **CLAIMS FOR RELIEF**

# FIRST CLAIM FOR RELIEF AGAINST CREDIT BUREAUS

21. The Plaintiffs reallege and incorporate each paragraph above, as if fully set out herein.

22. The Credit Bureaus violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files it published and maintains concerning Plaintiff.

23. As a result of this conduct, action and inaction of the Credit Bureaus, Plaintiffs suffered damage by loss of credit, loss of the ability to purchase and benefit from a credit, the mental and emotional pain and anguish and the humiliation and embarrassment of credit denials.

24. The Credit Bureau's conduct, action and inaction was willful, rendering it liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, it was negligent, entitling Plaintiffs to recover under 15 U.S.C. 1681o.

25. Plaintiffs are entitled to recover costs and attorney fees from the Credit Bureaus in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

## **SECOND CLAIM FOR RELIEF AGAINST THE CREDIT BUREAUS**

26. The Plaintiffs reallege and incorporate each paragraph above, as if fully set out herein.

27. The Credit Bureaus violated 15 U.S.C. § 1681i on multiple occasions by failing to delete inaccurate information in the Plaintiffs' credit file after receiving actual notice of such inaccuracies; by failing to conduct a lawful reinvestigation; by failing to forward all relevant information to BofA; by failing to maintain reasonable procedures with which to filter and verify

1 disputed information in the Plaintiffs' credit file; and by relying upon verification from a source it  
2 has reason to know is unreliable.

3       28.     As a result of this conduct, action and inaction of the Credit Bureaus, the Plaintiffs  
4 suffered damage by loss of credit; loss of the ability to purchase and benefit from credit; and the  
5 mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.

6       29.     The Credit Bureaus conduct, action and inaction was willful, rendering it liable for  
7 actual or statutory damages, and punitive damages in an amount to be determined by the Court  
8 pursuant to 15 U.S.C. § 1681o.

9       30.     The Plaintiffs are entitled to recover costs and attorney fees from the Credit Bureaus  
10 in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or 1681o.

11                   **FIRST CLAIM FROM RELIEF AGAINST BANK OF AMERICA**

12       31.     The Plaintiffs reallege and incorporate each paragraph above, as if fully set out  
13 herein.

14       32.     BofA published the representations to the Credit Bureaus and through each of the  
15 credit reporting bureaus identified above to all of Plaintiffs' potential lenders on multiple  
16 occasions, including but not limited to the reporting the BofA Loan on a sold property as past due  
17 or late (the "Defamation").

18       33.     The Defamation was willful and with malice. BofA did not have any reasonable  
19 basis to believe that the Plaintiffs were responsible for the account reported to the Credit Bureaus  
20 reflecting inaccurate information. The BofA account should have reported as foreclosed without  
21 reference to existing balance and BofA had no basis to continue furnishing inaccurate account  
22 information to each credit reporting bureau identified above.

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1       34.     As a result of this conduct, action and inaction of BofA, the Plaintiffs suffered  
2 damage by loss of credit; loss of the ability to purchase and benefit from credit; and the mental  
3 and emotional pain, anguish, humiliation, and embarrassment of credit denials.

4           a.     The defamation, conduct and actions of BofA were willful, deliberate,  
5 intentional and/or with reckless disregard for the interests and rights of Plaintiffs such as to justify  
6 an award of punitive damages against BofA in an amount to be determined by the Court.

7           **SECOND CLAIM FOR RELIEF AGAINST BANK OF AMERICA**

8       35.     The Plaintiffs reallege and incorporate each paragraph above, as if fully set out  
9 herein.

10      36.     BofA violated the Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b) by continuing  
11 the representation within Plaintiffs' credit file with each of the Credit Bureaus identified above  
12 without also including a notation that this debt was disputed; by failing to fully and properly  
13 investigate the Plaintiffs' dispute of the BofA representation; by failing to review all relevant  
14 information regarding same; by failing to accurately respond to the Credit Bureaus; by failing to  
15 correctly report results of an accurate investigation to every other credit reporting agency; and by  
16 failing to permanently and lawfully correct its own internal records to prevent the re-reporting of  
17 the representations to the consumer reporting agencies.

18      37.     As a result of this conduct, action and inaction of BofA, the Plaintiffs suffered  
19 damage by loss of credit; loss of the ability to purchase and benefit from credit; and the mental  
20 and emotional pain, anguish, humiliation, and embarrassment of credit denials.

21      38.     BofA's conduct, action and inaction was willful, rendering it liable for actual or  
22 statutory, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C.  
23 § 1681n. In the alternative, it was negligent entitling the Plaintiffs to recover actual damages under  
24 15 U.S.C. 1681o.

39. The Plaintiffs are entitled to recover costs and attorney fees from BofA in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

#### **IV. PRAAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs respectfully pray that judgment be entered against the Defendants, on all counts, for the following:

1. Actual damages;
2. Statutory damages;
3. Punitive damages;
4. Costs and reasonable attorneys' fees;
5. A trial by jury; and
6. For such other and further relief as the Court may deem just and proper.

Dated this 22nd day of February, 2018.

## COGBURN LAW OFFICES

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